

UNITED STATES DISTRICT COURT  
FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

AAMCO TRANSMISSIONS, INC.	)	
	)	
Plaintiff,	)	
v.	)	Case No. 11-7001
	)	
MICHAEL E. STEVEN,	)	Filed electronically
	)	
Defendant.	)	
_____	)	

**ANSWER**

COMES NOW defendant Michael E. Steven by and through its undersigned counsel and in response to the Complaint of AAMCO Transmissions, Inc., alleges and states as follows:

**The Parties**

1. Defendant admits the allegation contained in paragraph 1 of plaintiff's Complaint.
2. Defendant admits the allegation contained in paragraph 2 of plaintiff's Complaint.

**Jurisdiction and Venue**

3. Defendant admits the allegation contained in paragraph 3 of plaintiff's Complaint.
4. Defendant admits the allegation contained in paragraph 4 of plaintiff's Complaint.

**The "AAMCO" Name and its Goodwill**

5. Defendant is without sufficient information and/or knowledge to admit or deny the allegation contained in paragraph 5 of plaintiff's Complaint and therefore denies same.

6. Defendant is without sufficient information and/or knowledge to admit or deny the allegation contained in paragraph 6 of plaintiff's Complaint and therefore denies same.

7. Defendant is without sufficient information and/or knowledge to admit or deny the allegation contained in paragraph 7 of plaintiff's Complaint and therefore denies same.

8. Defendant is without sufficient information and/or knowledge to admit or deny the allegation contained in paragraph 8 of plaintiff's Complaint and therefore denies same.

9. Defendant is without sufficient information and/or knowledge to admit or deny the allegation contained in paragraph 9 of plaintiff's Complaint and therefore denies same.

**The Parties' Contractual Relationship**

10. Defendant admits the allegation contained in paragraph 10 of plaintiff's Complaint.

11. Defendant admits the allegation contained in paragraph 11 of plaintiff's Complaint.

12. Defendant admits the allegation contained in paragraph 12 of plaintiff's Complaint.

13. Defendant admits the allegation contained in paragraph 13 of plaintiff's Complaint.

14. Defendant admits the allegation contained in paragraph 14 of plaintiff's Complaint.

15. Defendant admits the allegation contained in paragraph 15 of plaintiff's Complaint.

16. Defendant admits the allegation contained in paragraph 16 of plaintiff's Complaint.

**Defendant Opens Competing Businesses and  
Winds Down/Closes his AAMCO Centers**

17. Defendant admits the allegation contained in paragraph 17 of plaintiff's Complaint.

18. Defendant denies the allegation contained in paragraph 18 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

19. Defendant denies the allegation contained in paragraph 19 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

20. Defendant denies the allegation contained in paragraph 20 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

21. Defendant denies the allegation contained in paragraph 21 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

**ATI Discovers Defendant was  
Under-Reporting his Centers' Sales**

22. Defendant admits the allegation contained in paragraph 22 of plaintiff's Complaint.
23. Defendant admits the allegation contained in paragraph 23 of plaintiff's Complaint.
24. Defendant admits the allegation contained in paragraph 24 of plaintiff's Complaint.
25. Defendant admits the allegation contained in paragraph 25 of plaintiff's Complaint.
26. Defendant denies the allegation contained in paragraph 26 of plaintiff's Complaint and puts plaintiff to strict proof thereof.
27. Defendant denies the allegation contained in paragraph 27 of plaintiff's Complaint and puts plaintiff to strict proof thereof.
28. Defendant denies the allegation contained in paragraph 28 of plaintiff's Complaint and puts plaintiff to strict proof thereof.
29. Defendant admits the allegation contained in paragraph 29 of plaintiff's Complaint.
30. Defendant denies the allegation contained in paragraph 30 of plaintiff's Complaint and puts plaintiff to strict proof thereof.
31. Defendant denies the allegation contained in paragraph 31 of plaintiff's Complaint and puts plaintiff to strict proof thereof.
32. Defendant denies the allegation contained in paragraph 32 of plaintiff's Complaint and puts plaintiff to strict proof thereof.
33. Defendant denies the allegation contained in paragraph 33 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

**COUNT I**  
**BREACH OF CONTRACT - SPECIFIC PERFORMANCE**

34. Defendant incorporates by reference defendant's responses to paragraphs 1 through 33 of the Complaint herein above set forth.

35. Defendant denies the allegation contained in paragraph 35 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

36. Defendant denies the allegation contained in paragraph 36 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

37. Defendant denies the allegation contained in paragraph 37 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

38. Defendant denies the allegation contained in paragraph 38 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

39. Defendant denies the allegation contained in paragraph 39 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

**COUNT II**  
**BREACH OF CONTRACT - ACCOUNTING**

40. Defendant incorporates by reference defendant's responses to paragraphs 1 through 39 of the Complaint as herein above set forth.

41. Defendant denies the allegation contained in paragraph 41 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

42. Defendant denies the allegation contained in paragraph 42 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

43. Defendant denies the allegation contained in paragraph 43 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

44. Defendant denies the allegation contained in paragraph 44 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

45. Defendant denies the allegation contained in paragraph 45 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

46. Defendant denies the allegation contained in paragraph 46 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

### **COUNT III - FRAUD AND DECEIT**

47. Defendant incorporates by reference defendant's responses to paragraphs 1 through 46 of the Complaint as herein above set forth.

48. Defendant admits the allegation contained in paragraph 48 of plaintiff's Complaint.

49. Defendant denies the allegation contained in paragraph 49 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

50. Defendant denies the allegation contained in paragraph 50 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

51. Defendant denies the allegation contained in paragraph 51 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

52. Defendant denies the allegation contained in paragraph 52 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

### **COUNT IV - COSTS AND ATTORNEYS' FEES**

53. Defendant incorporates by reference defendant's responses to paragraphs 1 through 52 of the Complaint as herein above set forth.

54. Defendant denies the allegation contained in paragraph 54 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

55. Defendant denies the allegation contained in paragraph 55 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

56. Defendant denies the allegation contained in paragraph 56 of plaintiff's Complaint and puts plaintiff to strict proof thereof.

WHEREFORE, defendant respectfully requests a judgment of the Court providing that plaintiff take nothing by its cause of action.

s/ Bart D. Cohen

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